

CAPCUT

MUSIC PUBLISHER LICENSE AGREEMENT

This Agreement ("Agreement") is made as of the date that Publisher opts-in to this Agreement through the opt-in portal (the "Music Reports Portal") administered by Music Reports, Inc. ("Music Reports") on behalf of Bytedance Pte. Ltd., as first written above ("Execution Date"), by and between Bytedance Pte. Ltd., 1 Raffles Quay, #26-10, South Tower, Singapore 048583 ("Licensee") on the one hand, and the party assenting to be bound by the terms hereof, as indicated by e-signature and/or click-through acceptance via the Music Reports Portal ("Publisher"), on the other, and shall be effective as of the later of the Execution Date and July 1, 2023 (the "Effective Date") (Licensee and Publisher together the "Parties" and each a "Party").

In consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Service Description	<p>The video editing service "CapCut" which may be offered to users by way of a branded software application (the "<u>App</u>"), website and/or WAP/mobile site, and may include:</p> <p>(1) a free-to-the-user offering which enables users to edit videos ("<u>Videos</u>") by adding or applying various elements (e.g., audio (including music), text, lyrics, stickers, overlays, effects, filters, images and graphics), and/or by using various video templates ("<u>Video Templates</u>") which are created by Service users, or by Licensee, and which may include some or all of such elements and are available to users via the Service (as defined below). Videos including edited Videos can be (a) stored on users' devices (or storage clouds), (b) uploaded to computer servers owned or controlled by or on behalf of Licensee and / or Licensee Affiliates (such servers "<u>Licensee Servers</u>"), and (c) displayed, distributed, performed and/or communicated to public or private audiences via any device, hardware or equipment with or connected to a viewable screen with or without internet connectivity, through (i) websites owned or controlled by or on behalf of Licensee and / or Licensee Affiliates (the "<u>Websites</u>"), (ii) the App, (iii) email or messaging services (e.g., Multimedia Messaging Service or "MMS"), or (iv) applications, services or platforms owned or controlled by Licensee Affiliates (e.g. TikTok etc.) (the "<u>Affiliate Apps</u>") or (v) third party applications, services or platforms (each a "<u>Third Party Platform</u>"), in each case, whether by way of an attached file, a link to the Video hosted on Licensee Servers, or such other method(s) as determined by Licensee from time to time (collectively, the "<u>Sharing Methods</u>"); and/or</p> <p>(2) a premium subscription offering (currently branded "CapCut Pro") which, in addition to the foregoing, provides users with additional cloud storage, enables users to "unlock" Video Templates to enable editing in the "Editor" feature, or includes such other features as determined by Licensee from time to time and may contain fewer (or no) advertisements (the foregoing video editing service, including clauses (1) and (2), collectively, the "<u>Service</u>").</p> <p>Licensee may rebrand the App, Websites, the Service (and/or any elements or features thereof) from time to time, in its sole discretion, on a country-by-country basis.</p> <p>The "<u>Licensee Affiliates</u>" means those entities which directly or indirectly control, are controlled by or are under common control with Licensee. Licensee and/or the Licensee Affiliates may use third party contractors to provide the App, Websites and/or the Service.</p>
2. Term	<p>The term of this Agreement shall commence on the Effective Date and continue through and including June 30, 2025 (the "<u>Term</u>").</p>
3. Territory	<p>"<u>Territory</u>" means the world; provided, however, that if Publisher lacks authority to grant a worldwide license for any Licensed Musical Works (e.g., if the rights which are the subject of the</p>

	grant of rights under this Agreement are controlled by a third party (e.g., a performing rights society or a collective management organization) in any country(ies) of the Territory, and/or were previously granted by a third party to Licensee for any period of the Term in respect of any country(ies) of the Territory, Publisher shall simultaneously notify Licensee and its third party contractor (currently Music Reports) within thirty (30) days after the Execution Date of the country(ies) and respective Licensed Musical Works as to which it cannot grant a license, and the Territory hereunder shall be limited to those countries as to which Publisher has the authority to grant a license.
4. Licensed Musical Work(s)	“ <u>Licensed Musical Work(s)</u> ” means any musical composition(s) owned, controlled and/or administered by Publisher or any of its affiliates, in whole or in part, upon the commencement of the Term or at any time during the Term, solely to the extent of Publisher's (or the applicable affiliate's) ownership, control or administration interest in and to such musical composition. With respect to any musical composition in which the rights that are the subject of this Agreement are owned or controlled by Publisher only in part, the term “Licensed Musical Work” shall only refer to that portion of the musical composition in which such rights are owned, controlled and/or administered by Publisher.
5. Grant of Rights	<p>Publisher hereby grants to Licensee and/or Licensee Affiliates all rights in and to the Licensed Musical Works, including, without limitation, all mechanical / reproduction rights (but specifically excluding public performance / communication to the public rights) on a non-exclusive basis, which are necessary for Licensee and/or Licensee Affiliates to operate the Service in accordance with the above Service Description during the Term, in the Territory, including, without limitation, to do the following:</p> <p>(a) to reproduce and store on servers sound recordings embodying Licensed Musical Works and excerpts of sound recordings embodying Licensed Musical Works (“Clips”), respectively, as contained in the library of licensed music on the Service (and as embodied in Video Templates and/or short video templates (“<u>ShortCuts</u>”)) and make the same available in the form of streams for the purpose of permitting users to listen to and decide whether to incorporate the same in a Video and/or Video Template;</p> <p>(b) to enable users to incorporate Clips in a Video (which incorporated Clips will not exceed sixty seconds (00:60) in duration in the aggregate (or such longer duration to the extent authorized by any sound recording licensor in respect of clips made available on any Affiliate App) (the “<u>Authorized Duration</u>”) and which Clips have been selected from the library of licensed music on the Service or from any other source available as a part of the Service functionality as updated from time to time (e.g., as embodied in a Video Template and/or a ShortCut, from the local library of recordings on the user's device via the upload feature of the App, via the recording and microphone features of the App, or via selecting the audio portion of another user's Video), and to change the playback speed (i.e., increase or decrease) thereof;</p> <p>(c) to enable users to incorporate Clips up to the Authorized Duration (in the aggregate) in a Video Template and to enable Licensee to incorporate in ShortCuts, Clips up to the Authorized Duration (in the aggregate) and to change the playback speed (i.e., increase or decrease) thereof, in each case for use by other users as set forth herein;</p> <p>(d) to permit users to receive playbacks of Videos, Video Templates and/or ShortCuts with incorporated Clips, to permit such Videos, Video Templates and/or ShortCuts to be saved to Licensee Servers and/or users' devices (or storage clouds) and to permit users and/or Licensee (and/or Licensee Affiliates) to share such Videos, Video Templates and/or ShortCuts with private or public audiences via the Websites, the App, email or messaging services, Affiliate Apps and/or Third Party Platforms, in each case by any of the Sharing Methods;</p> <p>(e) to use and/or enable users to use, in a Video, a Video Template and/or a ShortCut, the lyrics (in whole or in part) of Licensed Musical Works;</p> <p>(f) to make all reproductions necessary to facilitate any and all of the above-described activities; and</p> <p>(g) to make all incidental reproductions of Licensed Musical Works embodied in audiovisual</p>

	<p>advertisements or promotions on the Service as may be necessary to serve such to users.</p> <p>Notwithstanding any of the foregoing, nothing in this Agreement shall grant any Third Party Platform a license to host Videos. For any exploitations of the Licensed Musical Works on any Third Party Platform, Licensee and Licensee Affiliates agree not to claim any rights for the monetization of such exploitations (e.g. Licensee and Licensee Affiliates will not claim a video on YouTube for monetization).</p>
6. Takedown rights	<p>Publisher shall have the right to require Licensee to take down certain Clips made available in the Service in the event of songwriter relations concerns, loss of rights or legal claims; provided that Publisher does not discriminate against Licensee and does not use such rights in a manner to frustrate the purpose of this Agreement. If Publisher elects to exercise such right, it shall send an electronic takedown notice to Licensee at publishing.ops@bytedance.com with sufficient detail to enable Licensee to identify the specific Clip at issue and upon receipt, Licensee shall use reasonable efforts to promptly remove the Clip accordingly.</p> <p>Publisher shall have the right to require Licensee to take down or mute certain specified Video Templates embodying Licensed Musical Work(s) in the event of songwriter relations concerns, loss of rights or legal claims; provided that Publisher does not discriminate against Licensee and does not use such rights in a manner to frustrate the purposes of this Agreement. If Publisher elects to exercise such right, it shall send an electronic takedown notice to Licensee at publishing.ops@bytedance.com with sufficient detail to enable Licensee to identify the specific Video at issue, and upon receipt, Licensee shall use reasonable efforts to promptly mute or remove from its servers, at Licensee's election, such Video.</p>
7. Restricted Compositions	<p>Publisher may, at any time, provide written notice ("<u>Restricted Composition Notice</u>") that one or more musical compositions that it owns, controls or administers (in whole or in part) are restricted from being exploited via the Service (each, a "<u>Restricted Composition</u>"); each Restricted Composition Notice shall be sent by Publisher simultaneously to Licensee and its third party contractor (currently Music Reports) and, provided Publisher also includes in such written notice the identifying associated sound recording information (including track title and ISRC), (i) such Restricted Composition(s) shall no longer be licensed under section 5 above, as of the date that is seven (7) business days after Licensee's receipt of such written notice from Publisher, and (ii) Licensee and Licensee Affiliates shall, after Licensee's receipt of such written notice from Publisher, (A) promptly cease making available via the App Clips embodying such Restricted Composition, (B) mute Video Templates on its servers that it has identified as containing such Restricted Composition, and (C) block from inclusion on the Service newly created Videos that it identifies as containing such Restricted Composition. Publisher shall not exercise its rights under this section punitively, in a discriminatory manner, or in a manner that frustrates the purposes of this Agreement. Publisher acknowledges that Licensee and Licensee Affiliates have no control over whether a user retains a Video within the App on such user's device(s), and Licensee and Licensee Affiliates will have no liability for any user's retention of such Video and/or distribution of such Video outside of the Service.</p>
8. Royalties	<p>In consideration for the license granted and the representations, warranties and covenants made by Publisher in this Agreement, Licensee agrees to pay Publisher Publisher's Pro Rata Share of the Mechanical Rights Royalty Pool as set forth below ("<u>Royalties</u>").</p> <p>In respect of each calendar month of the Term, Licensee shall pay Publisher Publisher's Pro Rata Share of a royalty pool in the amount of Six Hundred Twenty-Five Thousand dollars (USD\$625,000) (subject to proportionate reduction for monthly periods of the Term that are less than a complete calendar month) (the "<u>Mechanical Rights Royalty Pool</u>"). The Mechanical Rights Royalty Pool represents an aggregate content royalty pool in the amount of Seven Million Five Hundred Thousand dollars (USD\$7,500,000) when viewed on an annualized basis and Fifteen Million dollars (USD\$15,000,000) when viewed on a two (2) year basis.</p> <p>"<u>Publisher's Pro Rata Share</u>" means a fraction, the numerator of which is the total number of Videos and Video Templates created by users on the Service in the Territory during each calendar month of the applicable Accounting Period which incorporate identified Clips (prorated appropriately in the case of Licensed Musical Works that are partially owned, partially controlled</p>

	<p>or partially administered by Publisher or any of its affiliates), and the denominator of which is the total number of Videos and Video Templates created by users on the Service in the world during each calendar month of the applicable Accounting Period which incorporate clips of identified sound recordings that embody identified musical compositions (including Licensed Musical Works). Publisher acknowledges and agrees that, for purposes of this calculation, Licensee may use as the basis for determining Licensed Musical Works for the Territory, Publisher's ownership, control or administration interest in mechanical rights for musical compositions in the United States (including its territories, possessions and commonwealths) (collectively, the "<u>United States</u>").</p> <p>If, at any time during the Term, the amount of the Mechanical Rights Royalty Pool is increased, Licensee shall pay Publisher Royalties on the basis of such greater amount(s) effective as of the date of the increase(s) concerned. In the event that Publisher is unable to grant some or all of the rights in the Licensed Musical Works necessary for Licensee or the Licensee Affiliates to use the Licensed Musical Works in any country(ies) of the Territory in connection with the Service, such that Licensee or the Licensee Affiliates are required to obtain licenses from, and/or pay fees to, one or more rights society(ies) or collective(s) in such country(ies) with respect to the exploitation of the Licensed Musical Works (or any subset of rights therein) on the Service as permitted under this Agreement (excluding, for the avoidance of doubt, any public performance rights or communication to the public rights, and any fees associated therewith), the country(ies) concerned shall be deemed excluded from the Territory for all purposes of this Agreement including, without limitation, reporting and accounting as set forth in section 9, below, and fees payable to the applicable rights society or collective for any such rights with respect to the Licensed Musical Works shall be deducted from the amounts due to Publisher hereunder.</p> <p>Licensee represents, warrants and covenants that, during the Term, the amount of the Mechanical Rights Royalty Pool, and the calculation methodology used to determine Publisher's Pro-Rata Share thereof, shall be no less favorable than the amount of the royalty pool for music publishing mechanical, synchronization, reproduction, distribution, and making available rights licensed to Licensee for the Service by all other music publisher royalty pool participants, and the calculation methodology used to determine each such rights holder's pro-rata share thereof, respectively.</p>
9. Reporting and Royalty Accountings	<p>Within forty-five (45) days after the end of each Accounting Period, Licensee, or a third party contractor acting on Licensee's behalf (currently Music Reports) shall render to Publisher an accounting statement covering the Royalties earned with respect to such Accounting Period (each, a "<u>Quarterly Accounting Statement</u>"), calculated on a calendar monthly basis, except that reports in respect of the first year of the Term shall commence not later than forty-five (45) days after the one (1) year anniversary of the commencement of the Term. Each Quarterly Accounting Statement shall be delivered in electronic format.</p> <p>Licensee shall pay the applicable Royalties, after deducting those amounts, if any, that Licensee is required to withhold pursuant to any applicable statutes, regulations, treaties, or laws in the Territory (collectively, "<u>Laws</u>"), within forty-five (45) days after the end of the applicable Accounting Period (except that payment of Royalties in respect of the first year of the Term shall commence not later than forty-five (45) days after the one (1) year anniversary of the commencement of the Term). Payment may be mailed to Publisher or sent to Publisher via direct deposit, provided the Royalties due to Publisher are equal to or greater than USD \$50.00 (the "<u>Minimum Payment</u>"). If the Minimum Payment is not achieved for an Accounting Period, then the balance due to Publisher will roll over to successive Accounting Periods until such time as the Minimum Payment is reached, at which time Licensee will pay all such Royalties to Publisher in accordance with this provision.</p> <p>"<u>Accounting Period</u>" means, after the Effective Date, each of the quarter-annual calendar periods during the Term ending March 31, June 30, September 30, and December 31.</p> <p>Without limiting anything else set forth in this Agreement, Publisher shall be responsible for any and all applicable value-added tax or withholding tax ("<u>Taxes</u>"), in the event that any such Taxes</p>

	<p>are applicable under the Laws. All payments required to be made to Publisher by Licensee under this Agreement shall be inclusive of all Taxes. If any payments made by Licensee to Publisher under this Agreement are under applicable Laws subject to withholding tax levied by any governmental authority, Licensee may withhold the applicable withholding tax from the relevant payment and remit the balance to Publisher. In that event, Licensee will take reasonable steps to provide Publisher with evidence of such withholdings, including any evidence it may be required to provide to Publisher under applicable Laws. To the extent any amounts for Taxes are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person or entity to whom or to which such amounts would otherwise have been paid. Publisher will not be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by Licensee under applicable Laws. Publisher shall provide Licensee with such tax form(s) as may be appropriate in the circumstances upon the execution of this Agreement and, upon written request of Licensee, prior to the making of any payment hereunder. If Publisher provides Licensee with the necessary tax form(s), such as certificates of exemption or valid claim for treaty benefits as required by the tax authorities to whose jurisdiction Licensee is subject, Licensee shall refrain from withholding or withhold at the applicable reduced treaty rate.</p> <p>An independent, third party certified accountant on behalf of Publisher, approved in advance by Licensee, who is not then conducting an audit of Licensee on behalf of another party, may, at Licensee's offices and at Publisher's sole cost and expense, examine Licensee's books and records solely for the purposes of verifying the accuracy of accounting statements rendered by Licensee to Publisher hereunder. Such books and records may be examined as aforesaid only (i) during Licensee's normal business hours, (ii) upon at least thirty (30) days' prior written notice to Licensee, and (iii) within one (1) year after the date a statement is rendered hereunder. Publisher shall not have the right to examine such books and records more frequently than once in any twelve (12)-month period or more than once with respect to any particular statement. Publisher acknowledges that such books and records constitute and contain Confidential Information (as defined below), and Publisher's accountant must sign and deliver to Licensee a confidentiality agreement in a form reasonably acceptable to Licensee prior to engaging in any such examination. Publisher's accountant will report to Publisher only information necessary to enable Publisher to enforce its rights hereunder. Each statement hereunder shall be deemed final and binding upon Publisher as an account stated and shall not be subject to any claim or objection by Publisher (A) unless Publisher notifies Licensee of Publisher's specific written objection to the applicable statement, stating the basis thereof in reasonable detail within one (1) year after the date such statement is rendered hereunder, and (B) unless, prior to the date six (6) months after the expiration of said one (1) year period, Publisher makes proper service of process upon Licensee in a suit instituted in a court of proper jurisdiction.</p> <p>If Publisher becomes aware that Licensee is reporting on and/or paying Publisher for musical compositions that Publisher does not own, control or administer, or for which Publisher has received monies from more than one source for the same Accounting Period, Publisher will promptly notify Licensee in accordance with this Agreement.</p>
10. Covenant Not To Sue	<p>Publisher, on behalf of itself and each of its affiliates, affiliate CMOs, members, publishers, songwriters, authors, composers, lyricists, arrangers and other grantors of rights to Publisher, hereby irrevocably and unconditionally agrees and covenants not to, at any time during or after the Term, directly or indirectly (whether by means of lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement, in whole or in part) bring, assert, pursue, maintain, join in, support, assist, fund, lend resources to, or otherwise participate in any claim (or cause, persuade or induce any third party to do so), arising from, relating to, based on or in connection with, in whole or in part, the use and exploitation (whether by users or others), of any and all Licensed Musical Works and other materials owned, controlled or distributed by Publisher, in whole or in part, directly or indirectly, via or in connection with the Service or otherwise in connection with the creation and exploitation of Videos, Video Templates and or ShortCuts, at any time prior to or during the Term anywhere in the Territory.</p>

	Nothing contained in this section shall limit the right of Publisher to bring a breach of contract claim against Licensee to enforce the terms of this Agreement.
11. Representations and Warranties.	<p>As of the Execution Date and during the Term, each Party hereto represents, warrants and covenants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms, and the person executing this Agreement on such Party's behalf is authorized to do so; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party, or any applicable law or regulation.</p> <p>As of the Execution Date and during the Term, Publisher represents, warrants and covenants that, as between Publisher and Licensee, Publisher shall obtain consents from and pay and be solely responsible for the payment of royalties and other amounts to any and all songwriters and other third parties as may be required in connection with the permitted exploitation of the Licensed Musical Works hereunder. Publisher further represents, warrants and covenants that, as of the Execution Date and throughout the Term, Licensee's (or Licensee's Affiliates') exercise of the rights granted to it under this Agreement will not infringe upon or violate any third party's rights, including any rights of copyright, trademark, publicity or privacy.</p>
12. Indemnification	<p>Publisher agrees to defend, indemnify and hold harmless Licensee, its subsidiaries, affiliates (including the Licensee Affiliates), successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "<u>Licensee Parties</u>"), from and against any and all Losses due to any claim by a third party: (i) that constitutes, or based on facts that, if true, would constitute, a breach by Publisher of this Agreement, including any warranty, representation or covenant made in this Agreement by Publisher; or (ii) arising from or related to the rights and authorizations granted to Licensee in this Agreement or the exercise thereof.</p> <p>Licensee agrees to defend, indemnify and hold harmless Publisher, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all Losses due to any claim by a third party that constitutes, or based on facts that, if true, would constitute, a breach by Licensee of this Agreement, including any warranty, representation or covenant made in this Agreement by Licensee.</p> <p><u>"Losses"</u> means any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including, without limitation, court costs, reasonable third party legal fees and third party costs of investigation</p> <p>The persons and entities entitled to be indemnified hereunder (individually and collectively, "<u>Indemnitee</u>") shall (i) promptly inform the indemnifying party under the relevant provisions ("<u>Indemnitor</u>") of each claim, suit or proceeding with respect to which it seeks indemnity, (ii) furnish to the Indemnitor a copy of each communication, notice or other action related to such claim, suit or proceeding, and (iii) give the Indemnitor the authority, information and reasonable assistance necessary to settle or litigate such claim, suit or proceeding, using counsel selected by the Indemnitor (provided, however, that the Indemnitee shall have the opportunity to participate in the defense of such suit or proceeding with counsel of its choice, at the Indemnitee's sole cost). Any settlement of any such claim, suit or proceeding by the Indemnitor that imposes any requirements on the Indemnitee or which involves agreements other than the payment of money by the Indemnitor and receipt of a full release for the benefit of the Indemnitor and the Indemnitee, shall be subject to the Indemnitee's written consent.</p> <p>Without waiving any right or remedy available to Licensee, if any claim is made for which Publisher is obligated to indemnify any of the Licensee Parties, Licensee shall have the right to withhold amounts otherwise payable to Publisher under this Agreement in an amount reasonably related to such claim and to deduct therefrom payments required under the "Royalties" section above.</p>

	<p>WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO THIS AGREEMENT AND OTHER THAN AS A RESULT OF A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PUBLISHER AS TO THE QUALITY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR ANY ELEMENTS OF THE SERVICE.</p>
13.Metadata	<p>Not later than thirty (30) days after the Execution Date, Publisher shall provide Licensee and/or its third party contractor (currently Music Reports), at Licensee's election, with a list of all Licensed Musical Works, and the following in respect of each such Licensed Musical Work in machine-readable form, to be delivered in a mutually agreed electronic format and to the extent known by Publisher: (i) the title and ISWC; (ii) the extent of Publisher's ownership or administration interest; (iii) the name(s) of the songwriter(s) and associated IPs and ISNIs; (iv) the extent of the ownership or administration interest held by any other party and the identity of each such other party; (v) the performing rights affiliation(s); and (vi) known associated or linked ISRCs; provided, however, that any failure by or inability of Publisher to provide the information set forth in sections (iv), (v) and / or (vi) of this sentence shall not constitute a breach of this Agreement by Publisher.</p> <p>Publisher makes no representations or warranties with respect to the accuracy of such information, other than that it shall provide such information in good faith.</p> <p>The information provided by Publisher pursuant to this section will be deemed Confidential Information of Publisher; provided, however, that Publisher hereby authorizes Licensee to share such Confidential Information with Licensee Affiliates and any third party contractors utilized by Licensee or Licensee Affiliates, in all cases solely for the purposes of performing their obligations under and/or complying with this Agreement.</p> <p>Publisher shall provide Licensee and/or its third party contractor (currently Music Reports) at Licensee's election, with written notification of changes to the Licensed Musical Works identified in this section (e.g., additions, deletions, etc.) not less than quarterly during the Term.</p>
14.Termination Rights	<p>Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate the Term hereof for any or no reason (including in the event that Licensee ceases to operate the Service during the Term) upon thirty (30) days' notice to Publisher.</p> <p>Without limiting any other remedy available at law or in equity hereunder, either Party may terminate the Term in the event of any material breach of this Agreement by the other Party that is not remedied within thirty (30) days after notice to the breaching Party thereof. Without limiting the generality of the preceding sentence, neither Party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations hereunder unless the breaching Party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured, the confidentiality provisions or to an application for injunctive relief.</p> <p>In addition to the rights of termination set forth above, each Party hereto shall have the right to terminate the Term immediately: (i) in the event that the other Party makes a general assignment for the benefit of its creditors; (ii) in the event of the filing of a voluntary or involuntary petition against the other Party under any applicable bankruptcy or insolvency law; or (iii) in the event of the appointment of a trustee or receiver or any equivalent thereof for the other Party hereto or its property.</p> <p>The termination or expiration of the Term shall not affect those representations, warranties and other obligations that by their nature survive the end of the Term. A Party's right to terminate this Agreement in connection with a material breach by the other Party will be deemed to have been</p>

	<p>waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.</p> <p>Following the termination or expiration of the Term, Licensee shall not be required to remove from the Service any Videos created prior to the expiration or termination of the Term. Publisher acknowledges and agrees that Licensee and the Licensee Affiliates shall have no liability for a user's retention, use or distribution of any such Videos (or the Clips embodied therein).</p> <p>Publisher further acknowledges and agrees that nothing in this Agreement will be deemed to affect or limit Licensee's (or any of Licensee Affiliates') eligibility for any of the safe harbors available to providers of network services or information location tools under any laws anywhere in the universe (including 17 U.S.C. § 512 in the United States).</p>
15. Force Majeure	<p>Neither Party will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, epidemic, pandemic, war, terrorism, fire, flood, hurricane, earthquake or other natural disaster, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence ("<u>Force Majeure Event</u>"). Publisher agrees that Licensee shall have the right to suspend the Term and the operation of this Agreement and Licensee's obligations hereunder in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable Force Majeure Event or such other period as necessary for Licensee to resolve such Force Majeure Event.</p> <p>In addition to, and not in lieu of, the foregoing, if Licensee is unable to provide the Service in any country(ies) of the Territory, or if Licensee is prohibited from transacting with Publisher in any country(ies) of the Territory, or if Publisher is prohibited from transacting with Licensee or any Licensee Affiliate in any country(ies) of the Territory, in any case, as the result of a law, ordinance, rule, regulation, restriction, sanction, directive, executive order or any other type of order by a government and/or other authorized entity or body, or if Licensee ceases to operate the Service in any country(ies) of the Territory (for example, due to a hostile political environment) (each, a "<u>Restriction</u>"), such Restriction shall constitute a Force Majeure Event and, solely in respect of the country(ies) of the Territory which are affected by such Restriction, without limiting any of Licensee's other rights or remedies under this Agreement or otherwise, Licensee shall have the right to suspend the Term and its future obligations under this Agreement solely in relation to the applicable country(ies) of the Territory for the duration of the period of the Term during which the Restriction concerned is in effect or to exclude the applicable country(ies) of the Territory from the Territory on a prospective basis. If Licensee exercises this option, the applicable country(ies) of the Territory shall no longer constitute part of the Territory and Licensee shall be relieved of its future obligations under this Agreement in relation to the country(ies) concerned.</p>
16. Fraudulent Videos	<p>At all times during and after the Term, Licensee reserves the right to exclude from the determination and calculation of Publisher's Pro-Rata Share any and all Videos embodying Licensed Musical Works that Licensee reasonably believes to have been created as the result of fraud or abuse ("<u>Fraudulent Videos</u>").</p> <p>Without limiting any of Licensee's other rights and remedies, if Licensee reasonably believes that Fraudulent Videos have been created, Licensee will have each of the following options (which Licensee may exercise alone, or in any combination, in its sole, unrestricted discretion): (i) to require Publisher to immediately and unconditionally reimburse Licensee for the aggregate of (x) any and all Royalties previously paid to or on behalf of Publisher, and (y) any and all amounts previously paid to third parties in respect of the Licensed Musical Works pursuant to the terms hereof or as otherwise required by applicable law, statute or industry custom and practice ("<u>Third Party Payments</u>"), in each case, that are attributable to Fraudulent Videos, as determined by Licensee, promptly following Licensee's request therefor (but in no event later than five (5) days thereafter in each instance) and/or (ii) to offset the aggregate of (xx) any and all Royalties previously paid to or on behalf of Publisher, and (yy) any and all Third Party Payments, that, in each case, are attributable to Fraudulent Videos, as determined by Licensee, from any and all</p>

	<p>future Royalties due for the remainder of the Term, and/or (iii) to amend and restate (without giving effect to Fraudulent Videos) any and all calendar monthly reporting statements previously delivered to Publisher with retroactive effect, in order to reverse Fraudulent Videos and recalculate the Royalties due for such monthly periods of the Term (without giving effect to Fraudulent Videos).</p> <p>Without limiting any of Licensee's other rights and remedies, if Licensee reasonably believes that Publisher or any of its affiliated entities and individuals (including employees, independent contractors, featured artists, non-featured artists and other creative personnel) is (or are, as the case may be) directly or indirectly responsible for Fraudulent Videos (whether by means of engaging in such activities directly, or by indirectly lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement), then, without limiting the generality of anything in the preceding paragraph, Licensee will have each of the following additional options (which Licensee may exercise alone, or in any combination, in its sole, unrestricted discretion): (i) to deem Publisher to be in material breach of its material obligations under this Agreement, which are incapable of being cured, (ii) to terminate the Term, with immediate prospective effect, (iii) to terminate the user account(s) of the persons or entities that Licensee reasonably believes are responsible for Fraudulent Videos, (iv) to disable further access to the Service via any devices associated with the user account(s) of the persons or entities that Licensee reasonably believes are responsible for Fraudulent Videos, and/or (v) to immediately take-down from the Service the Licensed Musical Works associated with the Fraudulent Videos.</p>
17. Confidentiality	<p>The terms of this Agreement and any non-public information, data, reports, or other materials provided by one Party to the other under or in connection with this Agreement, and any other information the receiving Party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, royalty reports, and similar information shall constitute the disclosing Party's "<u>Confidential Information</u>."</p> <p>Except with the prior written consent of the disclosing Party, the Party receiving Confidential Information shall not use or disclose any Confidential Information other than (a) to the receiving Party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (b) to the receiving Party's employees and contractors who have a need to know, provided that such contractors be bound by a nondisclosure agreement with the receiving Party no less restrictive than this paragraph, (c) in connection with any legal, governmental or administrative order or proceeding, but solely to the limited extent required to comply with the requirements of such legal, governmental or administrative order or proceeding, provided that prior written notice of such disclosure is furnished to the disclosing Party in order to afford such disclosing Party a reasonable opportunity to seek a protective order (it being agreed that if the disclosing Party is unable to obtain or does not seek a protective order, disclosure of such information by the receiving Party in such proceeding may be made without liability), (d) in the ordinary course of the receiving Party's fulfillment of its obligations, to the limited extent necessary to fulfill its obligations to third parties (e.g., by Publisher to the limited extent necessary to fulfill its obligations to songwriters), and (e) with investors and prospective investors who are bound by a nondisclosure agreement with the receiving Party no less restrictive than this paragraph. In addition, this Agreement may be disclosed in contemplation of any merger or sale of all or a substantial portion of a Party's assets or securities, subject to a nonuse and nondisclosure agreement consistent with the provisions of this paragraph. Nothing in this Agreement shall prohibit or limit either Party's use or disclosure of information (i) previously known to it by lawful means without obligation of confidence to the disclosing Party, (ii) independently developed by or for it without use of or access to the other Party's Confidential Information, (iii) acquired by it from a third party which, to the reasonable knowledge of the receiving Party, is not under an obligation of confidence with respect to such information (iv) which is or becomes publicly available through no breach of this Agreement or (v) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement set out in subparagraph (c) above). Notwithstanding the foregoing, neither Party shall be in breach of this</p>

	<p>Agreement for disclosing to any rights society or collective that Publisher has licensed to Licensee the rights granted in paragraph 5 of this Agreement.</p> <p>Without limiting the confidentiality provisions set forth above, neither Party shall without the prior written consent of the other Party, make any press release or other public announcement or statement about the Parties' contractual relationship, the existence of this Agreement or any other matter referred to in this Agreement (including without limitation any financial information or other information that might reasonably be deemed commercially sensitive) or to the negotiation thereof to which such Party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).</p>
18.Choice of Law; Venue	<p>THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER CALIFORNIA LAW). THE COURTS LOCATED IN LOS ANGELES, CALIFORNIA (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN THE "NOTICE" SECTION HEREOF OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO THE "NOTICE" SECTION. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF CALIFORNIA. THE PREVAILING PARTY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE ENTITLED TO PROMPT REIMBURSEMENT FROM THE OTHER PARTY FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY THE PREVAILING PARTY IN CONNECTION THEREWITH.</p>
19.Notice	<p>All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery); provided that, and notwithstanding anything to the contrary herein, in the case of notices to Licensee, any such notice must also be sent via email to the email address set forth below to be effective.</p> <p>In each case (except for personal delivery) such notices, as well as all requests, demands, and other communications unless otherwise specified herein, shall be sent as follows:</p> <p>To Licensee: at the address set forth above, Attn: Legal Department; with required simultaneous copy sent via e-mail to the following e-mail addresses, unless otherwise indicated in a notice duly given hereunder: capcut.copyright@bytedance.com</p> <p>To Publisher via email or via the Music Reports Portal.</p>
20. Compliance	<p><u>Trade Compliance</u> In performing this Agreement, each Party agrees to comply with all applicable trade, economic, and financial sanctions laws and regulations, including, where applicable and without limitation, those administered and enforced by the United States, the European Union, the United Kingdom, the United Nations or other applicable government authorities (collectively, "Trade Controls"). Each Party represents that it is not: (1) organized or resident in a country or territory that is the target or subject of comprehensive sanctions or trade embargoes; (2) the</p>

	<p>target or subject of any applicable Trade Controls, including, without limitation, a person whose property or interests in property is blocked or frozen, or who is designated on OFAC's Specially Designated Nationals and Blocked Persons (SDN) List; or (3) owned or controlled by, or acting for or on behalf of, one or more persons described in (1) or (2) above ((1), (2), and (3) collectively, "Sanctioned Parties"). Should either Party become a Sanctioned Party or should either Party reasonably determine that it cannot perform its obligations under this Agreement due to prohibitions under applicable Trade Controls, either Party may terminate this Agreement upon written notice to the other Party.</p> <p><u>Anti-Corruption</u> - Neither Party shall request, accept, offer or give any off-books commission, improper gift or other financial benefit or inducement from or to any employee of the other Party or any other person or entity in connection with this Agreement. If either Party becomes aware of any suspected or alleged acceptance or provision of such gifts or benefits in connection with this Agreement, it shall notify the other Party with details of such incident. Each Party shall be responsible for complying with all anti-bribery or anti-corruption related laws or regulations that are applicable to the businesses and transactions of the Parties to this Agreement (collectively, "<u>Anti-Corruption Laws</u>") and shall not take any actions which may subject the other Party to liability under any Anti-Corruption Laws. Each Party agrees that any non-compliance with Anti-Corruption Laws which may reasonably result in adverse consequences for the other Party, shall be considered a material breach under this Agreement.</p>
21.Miscellaneous	<p>This Agreement constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. This Agreement will not be modified except by a written agreement signed by both Parties. No waiver by a Party hereto of any provision of this Agreement or default hereunder shall affect such Party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. If any provision of this Agreement is held to be unenforceable, in whole or in part, the unenforceability of that provision will not affect the validity of the other Agreement provisions. In entering into this Agreement, Licensee and Publisher have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the Parties, and the Parties do not intend to create any such relationship by this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Each Party may assign its rights hereunder in whole or in part only to an affiliate, or to any person or entity acquiring all or a substantial portion of the assets or business of such Party, and such rights may be assigned by any assignee thereof, but subject to the same limitations. In addition, Licensee may assign its rights hereunder in whole or in part to any partnership or other venture in which Licensee or any of Licensee's Affiliates participates, and Licensee may assign this Agreement in whole or in part to any person or entity acquiring all or any portion of Licensee's right, title or interest in the Service and/or any of Licensee's assets necessary to operate the Service in the Territory, and such rights may be assigned by any assignee thereof. No such assignment shall relieve the assigning Party of any of its obligations under this Agreement, and any attempted assignment in violation of the foregoing shall be null and void ab initio and of no force or effect. Other than such permitted assignees and as otherwise set forth herein, no person or entity not a party to this Agreement shall have any rights or remedies under this Agreement, whether as a third party beneficiary or otherwise.</p> <p>Nothing contained in this Agreement obligates Licensee to make available, exploit or distribute Licensed Musical Works on or in connection with the Service. Publisher recognizes that the amount of Royalties hereunder is speculative and agrees that Licensee's judgment with respect to matters affecting the marketing of the Service shall not be subject to dispute by Publisher.</p> <p>The terms contained in this Agreement which by their nature and context survive or are expressly intended to survive the expiration or termination of the Term of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire.</p>

